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Official Public Records

*Suzanne Henderson*

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Tarrant County Texas

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SUBORDINATION OF DEED OF TRUST  
TO OIL AND GAS LEASE**

**State:** Texas  
**County:** Johnson and Tarrant  
**Lessor: Lessee:** David C. Gambel and wife, Brenda L. Gambel  
**Lienholder:** XTO Energy Inc.  
**Effective Date:** GMAC Mortgage  
August 16, 2005

Lessee, named above, is the present owner of an Oil and Gas Lease (the "Lease") from Lessor, named above, in favor of XTO Energy, Inc. dated August 16, 2005 recorded as Volume 3654, Page 490, Real Property Records, Johnson County, Texas. The Lease covers the following lands (the "Lands") located in Johnson and Tarrant Counties, Texas:

Block 1, Lots 2 and 2A of BRAMBLE CREEK ESTATES, an Addition to Johnson County, Texas, according to the plat recorded in Volume 388-209, Page 64, Plat Records, Johnson County, Texas, being described in that certain Deed dated August 24, 1987 by and between Sidney A. Duffin and Rick Duffin as Grantor and David C. Gambel and wife, Brenda L. Gambel as Grantee, recorded in Book 1304, Page 23, Official Public Records, Johnson County, Texas, containing 1.00 acres of land, more or less.

Lienholder, named above, is the present owner and beneficiary of the Liens, encumbrances and rights created by a Deed of Trust dated October 4, 1993, recorded in Volume 1735, Page 981, Official Public Records, Johnson County, Texas, and in Volume 11493, Page 1424, Official Public Records, Tarrant County, Texas.

Lienholder, for adequate consideration, and to encourage exploration and development of the Lands for oil and/or gas, subordinates the liens, encumbrances, and rights created by the Deed of Trust to the Lease and to the interest of the original Lessee in the Lease, and its successors and assigns. Lienholder agrees that the Lease shall have the same validity, priority, and effect as if executed, delivered, and recorded prior to the effective date of the Deed of Trust; provided, however, nothing in this subordination shall operate to alter in any way, change, or modify the terms and conditions of the Deed of Trust or in any way release or affect the validity or priority of Lienholder's liens on the Lands, except as provided above.

Regardless of any provisions which may be contained in the Deed of Trust granting Lienholder or its successors and assigns an interest in or right to receive any bonus, rentals,

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royalties, or other payments which may be payable under the terms of the Lease, Lienholder expressly authorizes and directs that all bonus, rentals, royalties, and other payments provided for in the Lease are to be paid to Lessor, or Lessor's successors in interest, in accordance with the terms of the Lease, and any amendments or revisions to the Lease. This authorization and direction (but not the subordination) may be revoked by Lienholder by providing written notice of revocation to the Lessor or the payor of proceeds from sales of oil and/or gas from the Lease and Lands, or any other payments due Lessor.

This Subordination is signed by Lienholder as of the date of the acknowledgment below, but is deemed effective for all purposes as of the Effective Date stated above.

Executed, this 22 day of FEBRUARY, 2008.



GMAC Mortgage, LLC  
Lienholder

Rebecca Wirtz

Signer: Rebecca Wirtz Title: Limited Signing Officer

THE STATE OF IOWA §§  
COUNTY OF BLACK HAWK §§

This instrument was acknowledged before me on the 22 day of FEBRUARY, 2008, by Rebecca Wirtz its Limited Signing Officer.

G. Hintz  
G. Hintz Notary Public in and for the State of IOWA  
My Commission Expires: 07/11/2009

